

## CORPORATE GUARANTY

This Guaranty is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by WPS Resources Corporation, a Wisconsin corporation (its successors and assigns, the "Guarantor"), in favor of \_\_\_\_\_ (herein together with its successors and assigns, "the Guaranteed Party").

WHEREAS, WPS Energy Services, Inc., is a Wisconsin corporation and is a wholly owned subsidiary of Guarantor (herein together with its successors and assigns, "WPS ESI"); and

WHEREAS, WPS ESI and the Guaranteed Party have executed an agreement dated \_\_\_\_\_ 2005, ("Agreement") and

WHEREAS, as consideration for the benefits that Guarantor will receive as a result of WPS ESI executing the Agreement with the Guaranteed Party, Guarantor is willing to guarantee WPS ESI's payment obligations under the terms of the Agreement, and Guarantor has all necessary corporate power and authority under its Certificate of Incorporation or its By-Laws and all applicable laws to enter into this Guaranty and to perform its obligations hereunder, and the execution, delivery and performance of this Guaranty by the Guarantor has been duly authorized by all necessary corporate action.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby unconditionally guarantees the prompt, faithful and full payment of indebtedness that now is or may hereafter become due and payable from WPS ESI to Guaranteed Party under the Agreement in accordance with all of its terms and conditions of the Agreement. Guarantor further promises to pay reasonable attorney's fees and costs incurred by the Guaranteed Party in enforcing such payment against Guarantor.

This Guaranty shall be a continuing guaranty of payment and not of collection. It shall remain in full force and effect until \_\_\_\_\_, 2005. However, Guarantor shall have the right to terminate this Guaranty by providing Guaranteed Party with thirty (30) days written notice. This Agreement shall be revocable only with respect to liabilities occurring on or after the termination date of this Guaranty. The maximum aggregate liability of Guarantor under this Guaranty is limited to the amount of \_\_\_\_\_.

Guarantor shall not be discharged or released from its obligations hereunder, by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of WPS ESI or by any defense which WPS ESI may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding, including without limitation, the rejection of the Agreement as an executory contract.

The Guarantor waives notice of acceptance of this Guaranty and notice of all defaults or disputes with WPS ESI. The Guarantor, consents to and waives notice of all change of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, or any other form of obligation for WPS ESI's indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements.

The Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WPS ESI may have to payment of any indebtedness under the Agreement, other than (a) defenses arising from the bankruptcy or insolvency of WPS ESI, and (b) any other defenses expressly waived by WPS ESI in its contract with the Guaranteed Party or otherwise waived in this Guaranty.

Guaranteed Party agrees to use reasonable efforts to inform Guarantor in writing of any dishonor or default by WPS ESI at least four (4) days prior to making demands on Guarantor for payment under this Guaranty. However, Guaranteed Party shall not be required to so inform Guarantor as a prerequisite to making demands on Guarantor for payment under this Guaranty, or enforcing any other of Guaranteed Party's rights and Guarantor's obligations under this Guaranty.

Demands on Guarantor for payment under this Guaranty shall be in writing and delivered by mail or facsimile to:

WPS Resources Corporation  
700 North Adams Street  
Green Bay, WI 54301  
ATTN: Bradley A. Johnson  
Phone: (920) 433-1662  
Fax: (920) 433-1693

This Guaranty may not be assigned by either Party without the prior written consent of the other Party hereto.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, DISREGARDING, HOWEVER, ANY CONFLICT OF LAWS PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF SOME OTHER STATE, AND IS INTENDED TO BE PERFORMED IN ACCORDANCE WITH, AND TO THE EXTENT PERMITTED BY, SUCH LAWS.

This Guaranty contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, agreements and guaranties between the parties relating thereto. Guaranteed Party agrees that any such prior guaranties are revoked and replaced by this Guaranty.

If any one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall, nevertheless, remain in force and effective.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

GUARANTOR: WPS Resources Corporation

By: \_\_\_\_\_

Title: Treasurer